

1 STEFANI E. SHANBERG, State Bar No. 206717

Email: sshanberg@wsgr.com

2 HOLLY B. BAUDLER, State Bar No. 238843

Email: hbaudler@wsgr.com

3 ROBIN L. BREWER, State Bar No. 253686

Email: rbrewer@wsgr.com

4 WILSON SONSINI GOODRICH & ROSATI

Professional Corporation

5 650 Page Mill Road

Palo Alto, California 94304-1050

6 Telephone: (650) 493-9300

Facsimile: (650) 565-5100

7 Attorneys for Plaintiff GT Nexus, Inc. and Counterclaim

8 Defendants GT Nexus, Inc.; Crowley Maritime Corporation;

Crowley Liner Service, Inc.; Independent Container Line, Ltd.;

9 Seaboard Marine, Ltd., Inc.; Sea Star Line, LLC; and Turkon

Lines America, Inc.

10 **UNITED STATES DISTRICT COURT**

11 **NORTHERN DISTRICT OF CALIFORNIA**

12 **OAKLAND DIVISION**

13 GT NEXUS, INC., a Delaware corporation, )

14 Plaintiff, )

15 v. )

16 INTTRA INC., a Delaware corporation, )

17 Defendant, )

18 and )

19 INTTRA, INC., a Delaware corporation, )

20 Counter-Plaintiff, )

21 v. )

22 GT NEXUS, INC., a Delaware corporation, )

CROWLEY MARITIME CORPORATION, )

a Delaware corporation, CROWLEY LINER )

23 SERVICES, a Delaware corporation, )

INDEPENDENT CONTAINER LINE, LTD., )

24 a Bahamas corporation, SEABOARD MARINE, )

LTD., INC., a Liberian corporation, SEA STAR )

25 LINE, LLC, a Delaware corporation, TURKON )

LINES AMERICA, INC, a Turkish corporation, )

26 and BACARDI-MARTINI PRODUCTION, )

a French corporation, )

27 Counter-Defendants. )

28 **INDEPENDENT CONTAINER LINE'S**

**ANSWER TO COUNTERCLAIMS**

Case No. 4:11-cv-02145-SBA

Case No. 4:11-cv-02145-SBA

**COUNTERCLAIM DEFENDANT  
INDEPENDENT CONTAINER  
LINE, LTD.'S ANSWER TO  
COUNTERCLAIMS**

**JURY TRIAL DEMANDED**

Counterclaim Defendant Independent Container Line, Ltd. (“ICL”) hereby answers the allegations set forth in the Counterclaims of Intrta, Inc. (“Intrta”) as set forth below. The numbered paragraphs correspond to the paragraphs of Intrta’s counterclaim, paragraphs 1-62 of which need not be answered as they comprise Intrta’s answer and affirmative defenses to GT Nexus’s complaint.

### **THE PARTIES**

63. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 63, and on that basis denies those allegations.

64. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 64, and on that basis denies those allegations.

65. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 65, and on that basis denies those allegations.

66. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 66, and on that basis denies those allegations.

67. ICL admits it is a corporation organized under the laws of the Bahamas and that its principal place of business is in Richmond, Virginia. ICL admits it uses GT Nexus’s supply chain management platform. ICL lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 67, and on that basis denies those allegations.

68. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 68, and on that basis denies those allegations.

69. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 69, and on that basis denies those allegations.

70. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 70, and on that basis denies those allegations.

71. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 71, and on that basis denies those allegations.

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**JURISDICTION AND VENUE**

72. ICL admits that Intrta's counterclaims for patent infringement arise under the patent laws of the United States, 35 U.S.C. §§ 101, *et seq.* ICL admits that this Court has subject matter jurisdiction over the counterclaims pursuant to 28 U.S.C. §§ 1331 and 1338(a).

73. ICL does not dispute personal jurisdiction as to ICL in this judicial district for this action only. ICL lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 73, and on that basis denies those allegations.

74. ICL does not dispute venue in this Court as to ICL for this action only. ICL lacks knowledge or information sufficient to form a belief as to the truth of the of this allegation as it pertains to the other counterclaim defendants, and on that basis denies the allegation of paragraph 74 as related to any counterclaim defendant other than ICL.

**BACKGROUND FACTS**

75. ICL admits that U.S. Patent No. 7,761,387 ("the '387 patent") is entitled "Common Carrier System." ICL admits that the '387 patent states on its face that it issued on July 20, 2010 and that it is assigned to Intrta. ICL lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 75, and on that basis denies those allegations.

76. ICL admits that U.S. Patent No. 7,827,119 ("the '119 patent") is entitled "Common Carrier System." ICL admits that the '119 patent states on its face that it issued on November 2, 2010 and that it is assigned to Intrta. ICL lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 76, and on that basis denies those allegations.

77. ICL admits that U.S. Patent No. 7,756,794 ("the '794 patent") is entitled "Common Carrier System." ICL admits that the '794 patent states on its face that it issued on July 13, 2010 and that it is assigned to Intrta. ICL lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 77, and on that basis denies those allegations.

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1           78.     ICL admits that U.S. Patent No. 7,752,142 (“the ’142 patent”) is entitled  
2 “Common Carrier System.” ICL admits that the ’142 patent states on its face that it issued on  
3 July 13, 2010 and that it is assigned to Inttra. ICL lacks knowledge or information sufficient to  
4 form a belief as to the truth of the remaining allegations of paragraph 78, and on that basis denies  
5 those allegations.

6           79.     ICL lacks knowledge or information sufficient to form a belief as to the truth of  
7 the allegations of paragraph 79, and on that basis denies those allegations.

8           80.     ICL lacks knowledge or information sufficient to form a belief as to the truth of  
9 the allegations of paragraph 80, and on that basis denies those allegations.

10          81.     ICL lacks knowledge or information sufficient to form a belief as to the truth of  
11 the allegations of paragraph 81, and on that basis denies those allegations.

12          82.     ICL lacks knowledge or information sufficient to form a belief as to the truth of  
13 the allegations of paragraph 82, and on that basis denies those allegations.

14          83.     ICL lacks knowledge or information sufficient to form a belief as to the truth of  
15 the allegations of paragraph 83, and on that basis denies those allegations.

16          84.     ICL lacks knowledge or information sufficient to form a belief as to the truth of  
17 the allegations of paragraph 84, and on that basis denies those allegations.

18          85.     ICL lacks knowledge or information sufficient to form a belief as to the truth of  
19 the allegations of paragraph 85, and on that basis denies those allegations.

20          86.     ICL lacks knowledge or information sufficient to form a belief as to the truth of  
21 the allegations of paragraph 86, and on that basis denies those allegations.

22          87.     ICL lacks knowledge or information sufficient to form a belief as to the truth of  
23 the allegations of paragraph 87, and on that basis denies those allegations.

24          88.     ICL lacks knowledge or information sufficient to form a belief as to the truth of  
25 the allegations of paragraph 88, and on that basis denies those allegations.

26          89.     ICL lacks knowledge or information sufficient to form a belief as to the truth of  
27 the allegations of paragraph 89, and on that basis denies those allegations.

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1           90.    ICL lacks knowledge or information sufficient to form a belief as to the truth of  
2 the allegations of paragraph 90, and on that basis denies those allegations.

3           91.    ICL lacks knowledge or information sufficient to form a belief as to the truth of  
4 the allegations of paragraph 91, and on that basis denies those allegations.

5           92.    ICL admits it has a service agreement with GT Nexus and that ICL is part of the  
6 “GT Nexus Community,” as that term is used on the GT Nexus website. ICL denies all  
7 remaining allegations and/or legal conclusions contained in paragraph 92.

8           93.    ICL admits it has a service agreement with GT Nexus and that ICL is permitted to  
9 connect to and use the “GT Nexus Platform,” as that term is used on the GT Nexus website. ICL  
10 denies all remaining allegations and/or legal conclusions contained in paragraph 93.

11          94.    ICL admits it has a service agreement with GT Nexus and that ICL connects to  
12 and uses the “GT Nexus Platform,” as that term is used on the GT Nexus website. ICL denies all  
13 remaining allegations and/or legal conclusions contained in paragraph 94.

14          95.    ICL admits that GT Nexus provides support to ICL in connection with ICL’s use  
15 of the “GT Nexus Platform,” as that term is used on the GT Nexus website. ICL denies all  
16 remaining allegations and/or legal conclusions contained in paragraph 95.

17          96.    ICL lacks knowledge or information sufficient to form a belief as to the truth of  
18 the allegations of paragraph 96, and on that basis denies those allegations.

19          97.    ICL lacks knowledge or information sufficient to form a belief as to the truth of  
20 the allegations of paragraph 97, and on that basis denies those allegations.

21          98.    ICL lacks knowledge or information sufficient to form a belief as to the truth of  
22 the allegations of paragraph 98, and on that basis denies those allegations.

23          99.    ICL lacks knowledge or information sufficient to form a belief as to the truth of  
24 the allegations of paragraph 99, and on that basis denies those allegations.

25          100.   ICL lacks knowledge or information sufficient to form a belief as to the truth of  
26 the allegations of paragraph 100, and on that basis denies those allegations.

27          101.   ICL lacks knowledge or information sufficient to form a belief as to the truth of  
28 the allegations of paragraph 101, and on that basis denies those allegations.

102. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 102, and on that basis denies those allegations.

103. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 103, and on that basis denies those allegations.

104. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 104, and on that basis denies those allegations.

105. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 105, and on that basis denies those allegations.

106. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 106, and on that basis denies those allegations.

107. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 107, and on that basis denies those allegations.

108. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 108, and on that basis denies those allegations.

109. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 109, and on that basis denies those allegations.

110. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 110, and on that basis denies those allegations.

111. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 111, and on that basis denies those allegations.

# **COUNTERCLAIM I**

## **(Alleged Infringement of U.S. Patent No. 7,761,387)**

112. ICL repeats, realleges, and incorporates by reference paragraphs 63, 64, 72-74, and 75-111 of its Answer as if fully set forth herein.

113. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 113, and on that basis denies those allegations and/or legal conclusions.

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114. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 114, and on that basis denies those allegations and/or legal conclusions.

115. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 115, and on that basis denies those allegations and/or legal conclusions.

116. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 116, and on that basis denies those allegations and/or legal conclusions.

## COUNTERCLAIM II

**(Alleged Infringement of U.S. Patent No. 7,827,119)**

117. ICL repeats, realleges, and incorporates by reference paragraphs 63, 64, 72-74, and 75-111 of its Answer as if fully set forth herein.

118. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 118, and on that basis denies those allegations and/or legal conclusions.

119. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 119, and on that basis denies those allegations and/or legal conclusions.

120. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 120, and on that basis denies those allegations and/or legal conclusions.

121. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 121, and on that basis denies those allegations and/or legal conclusions.

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**COUNTERCLAIM III**

**(Alleged Infringement of U.S. Patent No. 7,756,794)**

122. ICL repeats, realleges, and incorporates by reference paragraphs 63, 64, 72-74, and 75-111 of its Answer as if fully set forth herein.

123. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 123, and on that basis denies those allegations and/or legal conclusions.

124. ICL admits that GT Nexus provides support to ICL in connection with ICL's use of the "GT Nexus Platform," as that term is used on the GT Nexus website. ICL lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 124, and on that basis denies those allegations and/or legal conclusions.

125. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 125, and on that basis denies those allegations and/or legal conclusions.

126. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 126, and on that basis denies those allegations and/or legal conclusions.

127. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 127, and on that basis denies those allegations and/or legal conclusions.

128. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 128, and on that basis denies those allegations and/or legal conclusions.

**COUNTERCLAIM IV**

**(Alleged Joint Infringement of U.S. Patent No. 7,756,794)**

129. ICL repeats, realleges, and incorporates by reference paragraphs 63, 64, 72-74, and 75-111 of its Answer as if fully set forth herein.

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1           130. ICL lacks knowledge or information sufficient to form a belief as to the truth of  
2 the allegations of paragraph 130, and on that basis denies those allegations and/or legal  
3 conclusions.

4           131. ICL lacks knowledge or information sufficient to form a belief as to the truth of  
5 the allegations of paragraph 131, and on that basis denies those allegations and/or legal  
6 conclusions.

7           132. ICL denies the allegations of paragraph 132 as they pertain to ICL. ICL lacks  
8 knowledge or information sufficient to form a belief as to the truth of the allegations of  
9 paragraph 132 as they pertain to the other counterclaim defendants, and on that basis denies  
10 those allegations and/or legal conclusions.

11           133. ICL denies the allegations of paragraph 133 as they pertain to ICL. ICL lacks  
12 knowledge or information sufficient to form a belief as to the truth of the allegations of  
13 paragraph 133 as they pertain to the other counterclaim defendants, and on that basis denies  
14 those allegations and/or legal conclusions.

15           134. ICL admits it has a service agreement with GT Nexus and that ICL connects to  
16 and uses the "GT Nexus Platform," as that term is used on the GT Nexus website. ICL denies  
17 the remaining allegations and/or legal conclusions of paragraph 134 as they pertain to ICL. ICL  
18 lacks knowledge or information sufficient to form a belief as to the truth of the allegations of  
19 paragraph 134 as they pertain to the other counterclaim defendants, and on that basis denies  
20 those allegations and/or legal conclusions.

21           135. ICL denies the allegations of paragraph 135 as they pertain to ICL. ICL lacks  
22 knowledge or information sufficient to form a belief as to the truth of the allegations of  
23 paragraph 135 as they pertain to the other counterclaim defendants, and on that basis denies  
24 those allegations and/or legal conclusions.

25           136. ICL denies the allegations of paragraph 136 as they pertain to ICL. ICL lacks  
26 knowledge or information sufficient to form a belief as to the truth of the allegations of  
27 paragraph 136 as they pertain to the other counterclaim defendants, and on that basis denies  
28 those allegations and/or legal conclusions.

**COUNTERCLAIM V**

**(Alleged Infringement of U.S. Patent No. 7,752,142)**

137. ICL repeats, realleges, and incorporates by reference paragraphs 63, 64, 72-74, and 75-111 of its Answer as if fully set forth herein.

138. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 138, and on that basis denies those allegations and/or legal conclusions.

139. ICL admits that GT Nexus provides support to ICL in connection with ICL's use of the "GT Nexus Platform," as that term is used on the GT Nexus website. ICL lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 139, and on that basis denies those allegations and/or legal conclusions.

140. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 140, and on that basis denies those allegations and/or legal conclusions.

141. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 141, and on that basis denies those allegations and/or legal conclusions.

142. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 142, and on that basis denies those allegations and/or legal conclusions.

143. ICL lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 143, and on that basis denies those allegations and/or legal conclusions.

**COUNTERCLAIM VI**

**(Alleged Joint Infringement of U.S. Patent No. 7,752,142)**

144. ICL repeats, realleges, and incorporates by reference paragraphs 63, 64, 72-74, and 75-111 of its Answer as if fully set forth herein.

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1           145. ICL lacks knowledge or information sufficient to form a belief as to the truth of  
2 the allegations of paragraph 145, and on that basis denies those allegations and/or legal  
3 conclusions.

4           146. ICL lacks knowledge or information sufficient to form a belief as to the truth of  
5 the allegations of paragraph 146, and on that basis denies those allegations and/or legal  
6 conclusions.

7           147. ICL denies the allegations of paragraph 147 as they relate to ICL. ICL lacks  
8 knowledge or information sufficient to form a belief as to the truth of the allegations of  
9 paragraph 147 as they pertain to the other counterclaim defendants, and on that basis denies  
10 those allegations and/or legal conclusions.

11           148. ICL denies the allegations of paragraph 148 as they pertain to ICL. ICL lacks  
12 knowledge or information sufficient to form a belief as to the truth of the allegations of  
13 paragraph 148 as they pertain to the other counterclaim defendants, and on that basis denies  
14 those allegations and/or legal conclusions.

15           149. ICL admits it has a service agreement with GT Nexus and that ICL connects to  
16 and uses the “GT Nexus Platform,” as that term is used on the GT Nexus website. ICL denies  
17 the remaining allegations and/or legal conclusions of paragraph 149. ICL lacks knowledge or  
18 information sufficient to form a belief as to the truth of the allegations of paragraph 149 as they  
19 pertain to the other counterclaim defendants, and on that basis denies those allegations and/or  
20 legal conclusions.

21           150. ICL denies the allegations of paragraph 150 as they pertain to ICL. ICL lacks  
22 knowledge or information sufficient to form a belief as to the truth of the allegations of  
23 paragraph 150 as they pertain to the other counterclaim defendants, and on that basis denies  
24 those allegations and/or legal conclusions.

25           151. ICL denies the allegations of paragraph 151 as they pertain to ICL. ICL lacks  
26 knowledge or information sufficient to form a belief as to the truth of the allegations of  
27 paragraph 151 as they pertain to the other counterclaim defendants, and on that basis denies  
28 those allegations and/or legal conclusions.

**RESPONSE TO PRAYER FOR RELIEF**

152. ICL denies that Intrta is entitled to any relief from ICL whatsoever, either as prayed or otherwise.

**AFFIRMATIVE DEFENSES**

**FIRST AFFIRMATIVE DEFENSE**

153. Intrta fails to state a claim upon which relief may be granted.

**SECOND AFFIRMATIVE DEFENSE**

154. ICL has not infringed, directly or indirectly, literally or by equivalents, or jointly, any valid claim of the '387, '119, '794, or '142 patents.

**THIRD AFFIRMATIVE DEFENSE**

155. The claims of the '387, '119, '794, and '142 patents are invalid for failure to comply with one of more requirements of 35 U.S.C. §§ 101, 102, 103, and/or 112.

**RESERVATION OF ADDITIONAL AFFIRMATIVE DEFENSES**

156. ICL reserves all defenses under the Federal Rules of Civil Procedure, the Patent Laws of the United States, and any other defenses, at law or in equity, that may now exist or in the future be available based on discovery and further factual investigation in this case.

Dated: November 8, 2011

WILSON SONSINI GOODRICH & ROSATI  
Professional Corporation

By: /s/ Stefani E. Shanberg  
Stefani E. Shanberg

Attorneys for Plaintiff GT Nexus, Inc. and  
Counterclaim Defendants GT Nexus, Inc.; Crowley  
Maritime Corporation; Crowley Liner Service, Inc.;  
Independent Container Line, Ltd.; Seaboard Marine,  
Ltd., Inc.; Sea Star Line, LLC; and Turkon Lines  
America, Inc.